A second exception is that when equity has once interfered to prevent a wrong or preserve a right it will retain jurisdiction until a complete remedy is afforded although it may be necessary to give purely legal relief. *Albrecht* v. *Foster Lumber Co.*, 126 Ind. 318, 26 N. E. 157. In the principal case the court expressly recognizes and admits that the plaintiff has an adequate remedy in damages for the false representation that the defendants were contracting agents and that Jones was the responsible principal in the transaction but says that as the case was not dismissed on this ground by the lower court, and as the parties have spent much time in submitting briefs, the case will not be dismissed but decided on the merits. The decision seems to be a little in advance of any of the well recognized exceptions to the general rule. The defendant has taken every opportunity offered to object to the jurisdiction of the court, and the court above recognizes the validity of his objections. The case then, does not come within the second exception noted above, since the lower court really had no right to retain jurisdiction. But the court above, striving to do justice between the parties and to lessen the expense of litigation, rightfully considers the doctrine that relief will not be given in equity when there is an adequate remedy at law, one for the protection and use of the court and not of the parties, and therefore feels justified in disregarding it in order to decide the case. This decision is another illustration of the tendency of courts of equity to do justice even at the expense of recognized rules.

EVIDENCE—ADMISSIBILITY OF ADMISSIONS AND CONFESSIONS OF ACCUSED TO PROVE THE CORPUS DELICTI.—Defendant was convicted of the crime of drawing and uttering a bank check with intent to defraud, knowing that he had not sufficient funds in the bank to meet it. It appeared that the defendant represented that he had on deposit over $20,000, and when the check was presented a few days later it appeared that he had less than $200 on deposit. On appeal the defendant contended that independently of his extra-judicial statements and confessions, the evidence failed to establish the *corpus delicti* and therefore the court erred in admitting such statements and confessions. *Held,* while an accused's confessions or admissions are inadmissable until there has been proof, not necessarlly conclusive, of the *corpus delicti* which includes all of the elements of the crime, the facts in this case warranted an inference that defendant did not have sufficient credit with the bank to meet the check, and consequently his confessions and admissions were admissible. *People* v. *Spencer* (Cal. App. 1911) 117 Pac. 1039.

While stating it to be the law that the *corpus delicti* must be established by evidence entirely independent of the extra-judicial admissions of the accused, the court in the above decision seems to incline to the rule adopted by all the courts in this country with the single exception of California, that the admissions and confessions of the accused may be used to establish the *corpus delicti.* It is almost universally admitted that the extra-judicial admissions or confessions of one accused of crime are not in themselves sufficient to warrant a conviction in the absence of other evidence of the *corpus delicti. Winslow* v. *State,* 76 Ala. 42; *Roberts* v. *People,* 11 Colo.

213; *People* v. *Lane*, 49 Mich. 340. The one exception to this rule is found in *State* v. *Wehr*, 9 Ohio S. & C. P. Dec. 478, decided in 1899, where it is said that the rule that the *corpus delicti* must be shown by testimony extrinsic of a confession is not the law in Ohio. It is also laid down as the general rule that the extra-judicial admissions and confessions of the accused may be considered in connection with the other evidence in establishing the *corpus delicti*. *Flower* v. *United States*, 116 Fed. 241; *Griffiths* v. *State*, 163 Ind. 555; *State* v. *Knowles*, 185 Mo. 141. California, however, has adopted the rule that the confessions and admissions of the accused cannot be considered in establishing the *corpus delicti*. *People* v. *Tapia*, 131 Cal. 647; *People* v. *Ward*, 145 Cal. 736; *People* v. *Besold*, 154 Cal. 363; *People* v. *Wilkins*, 158 Cal. 530. The California court of appeals has hitherto steadily adhered to the doctrine. *People* v. *Eldridge*, 3 Cal. App. 648; *People* v. *Rowland*, 12 Cal. App. 6.

INSURANCE—SUICIDE—WAIVER OF STATUTORY PROVISIONS.—Suit upon a policy of life insurance which contained a clause providing that, "the company shall not be liable hereunder in the event of the insured's death by his own act * * * during the period of one year after the issuance of the policy." § 2500 GEORGIA CODE, 1910, provides, "Death by suicide * * * releases the insurer from the obligation of his contract." The insured died by suicide after the expiration of one year from the issuance of the policy. The Insurance Company defended on this ground. There was no evidence of fraud on the part of deceased. *Held*, that by the insertion of the above clause in the policy the defendant waived the benefit of the statutory provision contained in § 2500 GEORGIA CODE, 1910, and that it is not contrary to public policy for an insurance company to take the risk of suicide. *Durden* v. *Mutual Life Ins. Co. of New York* (Ga. 1911) 72 S. E. 295.

The precise point involved in this case, namely, whether it is contrary to public policy to permit an insurance company to waive the benefit of such a statutory provision, is new. But the question, in the absence of statute, whether suicide by a sane person is a proper risk to be assumed by insurance companies has been passed upon in some jurisdictions. One line of authorities holds suicide a proper risk and, unless provided against in the policy, death by this means renders the policy payable the same as death from natural causes. *Patterson* v. *Nat. Prem., etc. Ins. Co.*, 100 Wis. 118; *Supt. Conclave Improved Order of Heptasophs* v. *Miles*, 92 Md. 613; *Eastabrook* v. *Union, etc. Co.*, 54 Me. 224; *Grand Lodge* v. *Wieting*, 168 Ill. 408; *Kerr* v. *Mut. Ben. Ass'n*, 39 Minn. 174. This rule is based on the theory of allowing to all the greatest freedom of contract, and restraining that freedom only where the objects of the contract are clearly contrary to public policy, and these courts hold that taking a risk against suicide is not such an object. This rule is probably the weight of authority. The opposite view was taken by the United States Supreme Court in *Ritter* v. *Mut. Life Ins. Co.*, 169 U. S. 140, 154, where the court says, "The contract, even if not prohibited by statute, would be held to be against public policy in that it tempted or encouraged the assured to commit suicide in order to make provision for those